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Aurora Loan Services 2617 College Park P.O. Box 1706 Scottsbluff, NE 69363



May 22, 2009

Re: Sylvester & Diane E. Hixson

Loan No.

15880

Dear Sir or Madam:

I have been retained by the above captioned person with respect to a pending dispute s/he has with Mortgage Lender, and/or any other holder and/or servicer of this loan (collectively, "Lender"). My client has reported to me that they believe many mortgage payments have been improperly applied or not applied at all. We further believe that Lender may have misapplied Trustee disbursements. Furthermore, Lender may have charged bankruptcy related fees, which may not have been approved by the Bankruptcy Court. Please treat this letter as a "Qualified Written Request" under the Federal Servicer Act, which is a part of the Real Estate Settlement Procedures Act, 12 U.S.C. 2605(e). This request is made on behalf of my client, the abovenamed debtor, based on the pending dispute with your client. Specifically, I am requesting the following information:

- 1. A complete and itemized statement of the loan history from the date of the loan to the date of this letter including, but not limited to, all receipts by way of payment or otherwise and all charges to the loan in whatever form. This history should include the date of each and every debit and credit to any account related to this loan, the nature and purpose of each such debit and credit, and the name and address of the payee of any type of disbursement related to this account.
- 2. A complete and itemized statement of all advances or charges against this loan for any purpose that are not reflected on the loan history transaction statement provided in answer to question #1.
- 3. A complete and itemized statement of the escrow account of the loan, if any, from the date of the loan to the date of this letter, including, but not limited to, any receipts or disbursements with respect to real estate property taxes, fire or hazard insurance, flood insurance, mortgage insurance, credit insurance, or any other insurance product.

- 4. Have you purchased and charged to the account any Vendor's Single Interest Insurance?
- 5. A complete and itemized statement from the date of the loan to the date of this letter of any forced-placed insurance and expenses related thereto, related in any way to this loan.
- 6. A complete and itemized statement from the date of the loan to the date of this letter of any suspense account entries and/or any corporate advance entries related in any way to this loan.
- 7. A complete and itemized statement from the date of the loan to the date of this letter of any property inspection fees, property preservation fees, broker opinion fees, appraisal fees, bankruptcy monitoring fees, or other similar fees or expenses related in any way to this loan.
- 8. Identify the provision under the Deed of Trust and/or note that authorizes charging each and every such fee against the loan of the debtors AFIOGRAGO
 - 9. Please attach copies of all property inspection reports and appraisals.
- 10. A complete copy of any key loan transaction report or reports and any reports indicating any charges for any "add on products" sold to the debtors in connection with this loan from the date of the loan to the date of this letter.
- 11. A complete and itemized statement of any and all post-petition arrears including each month in which the default occurred, and the amount of each monthly default.
- 12. A complete and itemized statement of any late charges to this loan from the date of this loan to the date of this letter.
 - 13. The amount, if applicable, of any "satisfaction fees."
- 14. A complete and itemized statement from the date of the loan to the date of this letter of any fees incurred to modify, extend, or amend the loan or to defer any payment due under the terms of the loan.
 - 15. The current amount needed to pay-off the loan in full.

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- 16. A full and complete comprehensible definitional dictionary of all transaction codes and other similar terms used in the statements requested above.
- 17. A complete and itemized statement of any funds deposited in any post-petition suspension account(s) or corporate advance account(s), including, but not limited to, the balance in any such account or accounts and the nature, source and date of any and all funds deposited in such account or accounts.
- 18. A complete and itemized statement from the date of this loan to the date of this letter of the amount, payment date, purpose and recipient of all foreclosure expenses, NSF check charges, legal fees, attorney fees, professional fees and other expenses and costs that have been charged against or assessed to this mortgage.
- 19. A complete and itemized statement of the amount, payment date, purpose and recipient of all fees for the preparation and filing of the original proof of claim, any amended proofs of claim, or any supplemental proofs of claim in this case.

- 20. The full name, address and phone number of the current holder of this debt including the name, address and phone number of any trustee or other fiduciary. This request is being made pursuant to Section 1641(f)(2) of the Truth In Lending Act, which requires the servicer to identify the holder of the debt.
- 21. The full name, address and phone number of any master servicers, servicers, subservicers, contingency servicers, back-up servicers or special servicers for the underlying mortgage debt.
- 22. A copy of any mortgage Pooling and Servicing Agreement and all Disclosure Statements provided to any Investors with respect to any mortgage-backed security trust or other special purpose vehicle related to the said Agreement and any and all Amendments and Supplements thereto.
- 23. If a copy of the Pooling and Servicing Agreement has been filed with the SEC, provide a copy of SEC Form 8k and the Prospectus Supplement, SEC Form 424b5.
- 24. The name, address and phone number of any Trustee under any pooling or servicing agreement related to this loan.
 - 25. A copy of the Prospectus offered to investors in the trust.
- 26. Copies of all servicing, master servicing, sub-servicing, contingency servicing, special servicing, or back-up servicing agreements with respect to this account.
- 27. All written loss-mitigation rules and work-out procedures related to any defaults regarding this loan and similar loans.
 - 28. The procedural manual used with respect to the servicing or sub-servicing of this loan.
- 29. A summary of all fixed or standard legal fees approved for any form of legal services rendered in connection with this account.
- 30. Is this loan subject to any Electronic Tracking Agreement? If the answer is yes, then state the full name and address of the Electronic Agent and the full name and address of the Mortgage Electronic Registration System.
- 31. Is the servicing of this loan provided pursuant to any type of mortgage electronic registration system? If the answer is yes, then attach a copy of the mortgage electronic registration system procedures manual.
- 32. A copy of the LSAMS Transaction History Report for the debtors' mortgage loan account, with a detailed description of all fee codes.
- 33. Is this a MERS Designated Mortgage Loan? If the answer is yes, then identify the electronic agent and the type of mortgage electronic system used by the agent.
- 34. Is this mortgage part of a Mortgage Warehouse Loan? If so, then state the full name and address of the Lender and attach a copy of the Warehouse Loan Agreement.
- 35. Upon any default or notice of default, state whether or not the Mortgage Warehouse Lender has the right to override any servicers or sub-servicers and provide instructions directly to

the Electronic Agent? If the answer is yes, then specifically identify the legal basis for such authority.

- 36. Is this mortgage part of a Whole Loan Sale Agreement? If the answer is yes, then state the name and address of the Purchaser, the Custodian, the Trustee, the Electronic Agent and any Servicer or Sub-Servicers.
- 37. Please state the full name and address of any attorney you have retained to provide any legal services in this case within six (6) months of the petition date or at any time post-petition.

You should be advised that you must acknowledge receipt of this qualified written request within 20 business days, pursuant to 12 U.S.C. Section 2605(e)(1)(A) and Reg. X Section 3500.21(e)(1).

You should also be advised that the debtor herein will seek the recovery of damages, costs, and reasonable legal fees for each failure to comply with the questions and requests herein. The debtor also reserves the right to seek statutory damages for each violation of any part of Section 2605 of Title 12 of the United States Code.

Sincerely,

Joshua N. Bleichman
Attorney of Debtor

Bleichman & Klein

Attorneys and Counselors at Law

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